

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

WELESKI TRANSFER, INC.,

Plaintiff

Civil Action No.

vs.

THE KANE COMPANY, a/k/a
THE KANE COMPANY
INCORPORATED, trading and
doing business as KANE HOSPITALITY
SERVICES,

Defendant

COMPLAINT

1. Plaintiff Weleski Transfer, Inc., is a Pennsylvania corporation, having its principal place of business operations in Tarentum, Allegheny County, Pennsylvania.
2. Defendant The Kane Company, also known as The Kane Company, Incorporated, is a Maryland corporation trading and doing business as Kane Hospitality Services, having its principal place of business operations at 3636 Pennsy Drive, Suite D-1, Landover, Maryland 20785.
3. The amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.00.
4. Jurisdiction of this honorable Court is based upon diversity of citizenship, pursuant to 28 U.S.C. §1332.
5. Venue properly lies in this honorable Court pursuant to 13 U.S.C. §1391(b)(2) because the events or omissions giving rise to this cause of action occurred in the Western District of Pennsylvania, in that the breach of contract hereinafter complained of, occurred in the Western District of Pennsylvania.
6. On various dates between 2012 and 2016, Plaintiff and Defendant entered into a series of

transactions designated as Project Task Orders, pursuant to which Plaintiff, at the instance and request of Defendant, sold and provided to Defendant certain warehousing, receiving, storage, transportation and delivery services relating to various items of furnishings, carpeting and other personal property related to various hotel construction projects in the Western District of Pennsylvania on which Defendant was the contractor.

7. True and correct copies of the Project Task Orders evidencing said transactions are attached hereto, marked Exhibits "1" – "4" and made a part hereof.

8. Plaintiff provided said warehousing, receiving, storage, transportation and delivery Services at the times and for the prices identified on the invoices that are referred to in Plaintiff's summary statement of Defendant's account, a true and correct copy of which is attached hereto, marked Exhibit "5" and made a part hereof.

9. Defendant received and accepted Plaintiff's certain warehousing, receiving, storage, transportation and delivery services.

10. The prices charged by Plaintiff for said warehousing, receiving, storage, transportation and delivery services were the fair reasonable and market prices that prevailed at the times of the transactions.

11. The prices charged by Plaintiff for said warehousing, receiving, storage, transportation and delivery services were the prices Defendant agreed to pay.

12. Plaintiff avers that the Defendant has made a partial payment on account, leaving an unpaid balance due from Defendant to Plaintiff for Plaintiff's services amounts to \$94,146.26, as set forth on Exhibit "5" hereto.

13. Plaintiff claims legal interest at the rate of 6% per annum on the unpaid balance, as damages on the liquidated debt.

14. Plaintiff avers that said legal interest from February 8, 2016, amounts to \$4,707.31 through

December 8, 2016.

15. Plaintiff avers that all conditions precedent to Defendant's duty to make payment to Plaintiff have occurred.

16. Although demanded to do so by Plaintiff, Defendant has failed and refused to pay the aforesaid remaining balance or interest to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$98,853.57 with continuing legal interest thereon at the rate of 6% per annum from and after December 8, 2016, plus record Court costs.

BERNSTEIN-BURKLEY, P.C.

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